

**IN THE CIRCUIT COURT OF COOK COUNTY
COUNTY DEPARTMENT, LAW DIVISION**

QUINCY ROGERS,)	
)	
Plaintiff,)	
)	
vs.)	No.
)	
ASHLAND, INC.,)	2008L000728
A Kentucky Corporation,)	PLAINTIFF'S COPY
Defendant.)	FILED 03/06/08
)	Petition for Writ of Habeas Corpus

COMPLAINT AND JURY DEMAND

NOW COMES Plaintiff, QUINCY ROGERS ("ROGERS"), by and through his undersigned attorney, and complaining of Defendant, ASHLAND, INC. (hereinafter, "ASHLAND"), states as follows:

1. Plaintiff ROGERS is an individual residing in Cook County, Illinois.
2. Defendant ASHLAND is a corporation organized under the laws of Kentucky, authorized to do business in the state of Illinois, with operations located in Cook County, Illinois.
3. The events alleged herein occurred in Cook County, Illinois.
4. At all times relevant hereto, ASHLAND employed ROGERS at its facility in Willow Springs, Illinois.
5. On or about March 6, 2007, ROGERS, while in the course of his employment with ASHLAND, was involved in a chemical spill at ASHLAND's Willow Springs, facility. Upon information and belief, ROGERS avers that ASHLAND was required to

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report the spill as a reportable incident to the Occupational Safety and Health Administration ("OSHA"), and that, in fact, ASHLAND did report the incident to OSHA.

6. OSHA rules and regulations required that ROGERS be trained in the proper use of the chemicals referred to in Paragraph 5.

7. ASHLAND did not provide ROGERS with the OSHA-required training in the proper use of the chemicals referred to in Paragraph 5.

8. After the chemical spill, ASHLAND held ROGERS out of work for approximately two weeks pending an investigation of the chemical spill.

9. Approximately two weeks after the aforementioned chemical spill, an ASHLAND manager advised ROGERS that he was still employed and that he should report to work. Said manager also advised ROGERS that an inspector from OSHA wanted to interview ROGERS about the aforementioned chemical spill, and he instructed ROGERS to inform the OSHA inspector that ASHLAND had trained ROGERS in the proper use of the chemicals referred to in Paragraph 5. In other words, said manager instructed ROGERS to lie to an inspector from a federal agency.

10. ROGERS was interviewed by the OSHA inspector on or about March 13, 2007. In that interview, ROGERS told the truth about the chemical spill to the OSHA inspector, including the fact that ASHLAND had not trained ROGERS in the proper use of the chemicals referred to in Paragraph 5. ROGERS also advised the OSHA inspector that OSHA-required Material Safety Data Sheets ("MSDS"), which under OSHA rules and regulations are required to be posted on sites whenever hazardous chemicals are handled, were not posted anywhere at ASHLAND's facility.

11. Upon information and belief, ROGERS avers that the OSHA inspector advised ASHLAND of the substance of her interview with ROGERS, including the fact that ROGERS had advised her that ASHLAND had not trained ROGERS in the proper use of the chemicals referred to in Paragraph 5 and that MSDS were not posted at ASHLAND's facility.

12. Shortly after ROGERS' interview with the OSHA inspector, he was discharged by ASHLAND.

13. Upon information and belief, ROGERS avers that his discharge by ASHLAND was in retaliation for the information he provided to the OSHA inspector.

COUNT I
RETALIATORY DISCHARGE

14. ROGERS realleges paragraphs 1-13 above as if fully repleaded herein.

15. The termination of ROGERS' employment by ASHLAND was intentional and was in retaliation for the truthful information ROGERS reported to OSHA.

16. The termination of ROGERS' employment by ASHLAND was unlawful and violated a clear mandate of public policy not to discharge employees for reporting serious safety violations to a public agency.

17. As a direct and proximate result of the above retaliatory discharge, ROGERS has suffered damages and will continue to suffer damages in the form of lost past and future wages, benefits, mental anguish concerning the loss of his means of support, emotional distress, and damage to his reputation.

18. In terminating ROGERS, ASHLAND acted with fraud, actual malice, and such gross negligence as to indicate a wanton disregard of ROGERS' rights.

WHEREFORE, Plaintiff, QUINCY ROGERS, respectfully requests that this Court enter a judgment in his favor and against Defendant, ASHLAND, INC., as follows:

- a. For compensatory damages in an amount in excess of \$50,000.00;
- b. Reinstatement to his position;
- c. For his reasonable attorney's fees in this action;
- d. For punitive damages as is deemed just and proper; and
- e. For any other relief this Court deems just and proper.

COUNT II
WHISTLEBLOWER VIOLATION

- 19. ROGERS realleges paragraphs 1-13 above as if fully repledged herein.
- 20. By truthfully reporting the chemical spill incident to the OSHA investigator, including the fact that he had not been trained, as required by OSHA, in the proper handling of the chemicals referred to in Paragraph 5, and in reporting the fact that MSDS were not posted at the ASHLAND facility, ROGERS reasonably believed that he was reporting violations by ASHLAND to a government agency of various federal regulations under the Occupational Safety and Health Act.
- 21. Upon information and belief, ROGERS avers that ASHLAND discharged him in retaliation for reporting violations by ASHLAND to a government agency of various federal regulations under the Occupational Safety and Health Act.
- 22. ASHLAND'S discharge of ROGERS constituted a violation of the Illinois Whistleblower Act, 735 ILCS 174/1 et seq. in that ASHLAND discharged ROGERS for reporting illegal conduct to a government agency.
- 23. As a direct and proximate result of the above retaliatory discharge, ROGERS has suffered damages and will continue to suffer damages in the form of lost past and future

wages, benefits, mental anguish concerning the loss of his means of support, emotional distress, and damage to his reputation.

WHEREFORE, Plaintiff, QUINCY ROGERS, respectfully requests that this Court enter a judgment in his favor and against Defendant, ASHLAND, INC., for all relief available to him under the Illinois Whistleblower Act, including but not limited to the following:

- a. For compensatory damages in an amount in excess of \$50,000.00;
- b. Reinstatement to his position;
- c. For Plaintiff's reasonable attorney's fees in this action;
- d. For punitive damages as is deemed just and proper; and
- e. For any other relief this Court deems just and proper.

PLAINTIFF DEMANDS A TRIAL BY JURY.

RESPECTFULLY SUBMITTED,

QUINCY ROGERS

By

His Attorney

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